

**AGREEMENT BETWEEN
TOWN OF NORTH ANDOVER**

AND

**NORTH ANDOVER
POLICE LIEUTENANTS**

EFFECTIVE JULY 1, 2015 to JUNE 30, 2018

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297

TABLE OF CONTENTS

ARTICLE 1:	RECOGNITION	3
ARTICLE 2:	EMPLOYEE RIGHTS	3
ARTICLE 3:	PRESERVATION OF RIGHTS	3
ARTICLE 4:	MANAGEMENT RIGHTS	3
ARTICLE 5:	GRIEVANCE PROCEDURE & ARBITRATION	4
ARTICLE 6:	UNION BUSINESS LEAVE	5
ARTICLE 7:	SALARY SCHEDULE	5
ARTICLE 8:	WORK SCHEDULE	5
ARTICLE 9:	STEP RATE INCREASE	6
ARTICLE 10:	NIGHT DIFFERENTIAL	7
ARTICLE 11:	LONGEVITY	7
ARTICLE 12:	ACCREDITATION STIPEND	8
ARTICLE 13:	EDUCATION INCENTIVE	8
ARTICLE 14:	OVERTIME	10
ARTICLE 15:	OUTSIDE DETAILS	11
ARTICLE 16:	STRIKE DETAILS	12
ARTICLE 17:	COURT APPEARANCES	12
ARTICLE 18:	HOLIDAYS	13
ARTICLE 19:	PERSONAL DAYS	13
ARTICLE 20:	VACATION LEAVE	13
ARTICLE 21:	SICK LEAVE	14
ARTICLE 22:	BEREAVEMENT LEAVE	15
ARTICLE 23:	TERMINAL LEAVE	15
ARTICLE 24:	INJURY LEAVE	17
ARTICLE 25:	UNIFORM ALLOWANCE	17
ARTICLE 26:	LIABILITY INSURANCE	18
ARTICLE 27:	ADMINISTRATIVE ASSIGNMENTS	18
ARTICLE 28:	PERFORMANCE EVALUATION	18
ARTICLE 29:	DRUG TESTING	19
ARTICLE 30:	WORKING CONDITIONS	19
ARTICLE 31:	LEAVE OF ABSENCE	20
ARTICLE 32:	FIREARMS PERMITS	21
ARTICLE 33:	WEAPONS PROFICIENCY	21
ARTICLE 34:	DEFIBRILLATION PROFICIENCY	21
ARTICLE 35:	DURATION OF AGREEMENT	22
APPENDIX 1:	PERFORMANCE EVALUATION FORM	23
APPENDIX 2:	DRUG TESTING PROCEDURES	24

Aw 297

ARTICLE 1: RECOGNITION

Section A. Lieutenants Recognition The Town of North Andover recognizes the North Andover Police Lieutenants for the purpose of negotiating wages, hours of work and all other conditions of employment.

Section B. Good Faith Clause The Town of North Andover through its agent(s) and the Police Lieutenants agree to negotiate and bargain in good faith as allowed by Federal and State laws.

Section C. Union Recognition The Town of North Andover recognizes the North Andover Police Lieutenants, hereafter referred to as the Union, as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours and other conditions of employment of all employees covered by this Agreement and employed by the Police Department. The Municipal employer, the Chief of Police and the Union agree not to discriminate against employees covered by this agreement due to membership or non-membership in the Union.

Section D. Bargaining Unit Description The unit to which this agreement is applicable consists of all full time sworn police officers with rank of Lieutenant and specifically excludes patrol officers, sergeants, chief, executive officer, special police officers, reserve police officers, auxiliary officers, community service officer and all civilian employees of the police department.

Section E. Anti-discrimination Clause The Municipal employer, Police Chief and the Union agree not to discriminate in any way against employees covered by this agreement because of race, religion, creed, color, national origin, sex or age.

ARTICLE 2: EMPLOYEE RIGHTS

All job benefits heretofore enjoyed by the employees, either by State Statute, Personnel By-Law or Civil Service, which are not specifically provided for or abridged in the agreement are hereby protected by this agreement. Where subject matter is covered by both this agreement and Personnel By-law, the language of the agreement shall control. All other benefits which are enjoyed by the employees covered by this agreement are hereby protected by this agreement.

ARTICLE 3: PRESERVATION OF RIGHTS

The Town of North Andover agrees that all rights and privileges previously and currently enjoyed by the Lieutenants will remain in effect unless specifically abridged or modified by the contract agreement.

ARTICLE 4: MANAGEMENT RIGHTS

Except as expressly limited by provision of this Agreement or by statute, the Union recognizes that all of the functions, rights, powers, responsibilities and authority of the Town in regard to the

operation of its work and business and the direction of its work force are, and shall remain, exclusively of the Town.

ARTICLE 5: GRIEVANCE PROCEDURE AND ARBITRATION

Section A: Definition Any complaint, dispute or controversy of any kind which arises between one or more employees and the Town of North Andover or its agents shall be processed at Step 1 and 2. For the purposes of a grievance processed beyond Step 2, a grievance shall be defined as a complaint between the Town and the Union and/or any employee involving only an interpretation of a specific provision of this Agreement.

Section B: Grievance Steps A grievance must be presented within thirty (30) days of the time of occurrence of the alleged contract violation or within thirty (30) days of the time the employee should reasonably have acquired knowledge of the incident giving rise to the violation or within thirty (30) days of the dispute or controversy and must be processed in accordance with the steps, time limits and conditions set forth below in this Article. Time limits may be waived or extended by agreement in writing by both parties. An aggrieved employee(s) may have a union representative at and participating in any level of the following procedures:

Step 1. The employee shall submit his grievance in writing to the Union who shall determine justification for the complaint. In making such determination, the Union may discuss the grievance with the employee's immediate supervisor.

Step 2. If the grievance is unresolved, the Union shall submit the grievance in writing to the Chief setting forth the nature of the grievance. The Chief shall have fifteen (15) days, exclusive of Saturday and Sunday, to answer the grievance.

Step 3. If the Union is not satisfied with the Chief's decision the grievance shall be appealed in writing within ten (10) days to the Town Manager.

Step 4. If the grievance is not resolved at step 3, the Union and only the Union, may within fifteen (15) calendar days after the reply of the Town manager is due, submit the grievance to arbitration by sending a letter to the American Arbitration Association with a letter to the Town Manager.

The arbitrator shall be selected and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by both parties.

The arbitrator shall be without power to alter, amend, add to or subtract from the express language of the agreement. The decision of the arbitrator shall be final and binding on the parties. Money awards resulting from a decision of the arbitrator shall in no case be retroactive prior to the date of submission of the grievance in writing to the Union.

A- 297

A grievance shall be deemed waived unless presented to the next higher step within the time limits so provided unless such time limits for filing a grievance are extended by mutual agreement of the parties. "Calendar" days as used in this Article shall not include Saturday or Sunday for purposes of the time limits under the grievance procedure.

The Union shall be allowed access at all reasonable times to Town property and records relevant for the purposes of investigating a grievance.

ARTICLE 6: UNION BUSINESS LEAVE

The Employer agrees to provide time off, without loss of compensation or benefit, for up to a total of two (2) days (unit wide) for members of the Union to conduct legitimate Union business. Such leave shall be subject to reasonable notice and subject to operational requirements of the Department as determined by the Chief.

ARTICLE 7: SALARY SCHEDULE

Section A. Compensation Lieutenants shall receive compensation per the below schedule:

		<u>Min</u>	<u>Step II</u>	<u>Step III</u>	<u>Max</u>
Jul 1, 2015	2.0%	\$65,097.58	\$69,388.41	\$74,340.35	\$78,503.99
Jan 1, 2016	0.50%	\$65,423.07	\$69,735.35	\$74,712.06	\$78,896.51
Jul 1, 2016	2.00%	\$66,731.53	\$71,130.06	\$76,206.30	\$80,474.44
Jul 1, 2017	2.00%	\$68,066.16	\$72,552.66	\$77,730.42	\$82,083.93

ARTICLE 8: WORK SCHEDULE

Section A. Work Week Employees shall work a so-called "4 and 2" work schedule consisting of four (4) consecutive days (or nights), on duty followed by two (2) consecutive days (or nights), off duty under a six-week rotating schedule.

Section B. Work Day The regular workday shall consist of eight and one-half (8.5) hours including fifteen (15) minutes before the scheduled shift starting time and (15) minutes following the scheduled shift ending time. No overtime shall be incurred as a result of these fifteen minute periods before and after the scheduled shift notwithstanding any provision to the contrary in this Agreement.

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Section C. Hourly Rate Computation The hourly rate shall be computed by dividing the annual salary, as specified in the Salary Schedule, by 2065.5 hours (8.5 hours x 243 days).

Section D. Administrative Schedule Notwithstanding the foregoing provisions and to the contrary, the Police Chief reserves the right to assign employees in administrative and specialist positions to a five (5) consecutive day schedule where said schedule is determined by the Chief to best serve the Town. In such cases, the employees working the 5-day work schedule shall receive two (2) consecutive days off and, in addition, shall in each calendar year, receive eighteen (18) compensatory days off. These additional days will be credited based on 1½ days for each month of service on this schedule.

Section E. Bi-Weekly Pay Bi-weekly pay will be computed by dividing the yearly salary by 26. In any event, Lieutenants' total base pay will be equal to the yearly rates established in the Salary Schedule of this contract.

Section F. Overtime Computation In accordance with Federal and State Wage Laws, longevity, differentials and incentive pay will be computed into the overtime rate. The overtime rate of pay shall be one and one-half (1.5) times the hourly rate including longevity, differentials and incentive pay.

Section G. Retirement Pay In accordance with all Federal, State and Essex County laws, rules, regulations and procedures, the following payments will be treated as base pay which will be computed as compensation for pension and retirement purposes: straight time, holiday pay, sick pay, vacation pay, longevity pay and differential pay.

ARTICLE 9: STEP RATE INCREASE

Section A. Step Rates Any Lieutenant with continuous full-time employment shall receive the increment between his present rate and the next highest rate as follows:

1. After completion of six (6) months at the minimum or entrance rate.
2. Thereafter one year from the date of his previous increase until he attains the maximum rate of the range of the compensation grade to which his position class is assigned.
3. The increase in rate which this increment represents must be recommended by the Chief of Police and approved by the Town Manager.
4. The increase shall be based on performance of the employee during the preceding six (6) month or twelve (12) month period and not solely on length of service.

Section B. Right of Appeal Any Lieutenant who is not recommended to receive the increment shall have the right to appeal to the Town Manager. Upon receipt of such appeal, the Town Manager may initiate and approve the increment without the recommendation of the department.

A- 297

head after hearing both the employee and the department head, or may deny the appeal. The decision of the Town Manager shall be final.

Section C. Right to Reconsideration A newly promoted Lieutenant denied an increment after six (6) months continuous employment shall be considered again for such increment following completion of an additional six (6) months continuous employment.

Section D. Entrance to Higher Rate The Town Manager may authorize an entrance rate higher than the minimum rate upon the recommendation of the Chief of Police supported by evidence in writing of special reasons and exceptional circumstances satisfactory to the Manager and such other variance in the classification and compensation plans as it may deem necessary for the proper functioning of the service of the Town.

ARTICLE 10: NIGHT DIFFERENTIAL

Lieutenants regularly assigned to work the early night shift shall be paid a differential payable weekly and computed on their regular weekly salary. Employees regularly assigned to work the late night shift shall be paid a differential payable in the same manner. Said night shift differentials shall be payable separate and apart from the base pay but shall be included in overtime pay and shall not be paid to employees on sick leave or injured leave. Effective July 1, 2015, differentials will be paid as follows: 7% early night shift and 7% late night shift. Any lieutenant receiving night differential shall not be eligible to receive division commander differential.

ARTICLE 11: LONGEVITY

Section A. Payment Schedule A Lieutenant who has been in continuous full-time employment shall be paid, in addition to the compensation received under the present plan, an annual increment determined as follows:

<u>Length of Service</u>	7/1/15	7/1/16	7/1/17
Over 5 but not over 10 years	\$ 525	\$ 550	\$ 600
Over 10 but not over 15 years	\$ 825	\$ 850	\$ 900
Over 15 but not over 20 years	\$ 925	\$1,225	\$1,525
Over 20 but not over 25 years	\$1,025	\$1,325	\$1,625
Over 25 years	\$1,125	\$1,425	\$1,725

Section B. Eligibility Lieutenants will become eligible for longevity increments on the 5th, 10th, 15th, 20th and 25th anniversary date of his employment.

Section C. Re-employment Any Lieutenant who qualifies for longevity compensation and then leaves the employ of the Town shall not be entitled to such compensation if re-employed until a new five year period of continuous full-time employment has been served, except for authorized leave of absence (see Article 32).

Am 27

Section D. Interrupted Service If the service of a Lieutenant is interrupted by lay-off, military service, or other reason not resulting from the employee's own action, total service will be considered as continuous service.

Section E. Base Pay Inclusion Longevity payment shall be included as part of base pay for overtime and other purposes, and shall also be treated as part of compensation for pension and retirement purposes.

ARTICLE 12: ACCREDITATION STIPEND

In consideration of the North Andover Police Department having and maintaining State Accreditation, the Town agrees to pay an annual stipend to all lieutenants of \$750 payable in the first payroll of the respective fiscal year. Effective July 1, 2016, the annual stipend shall increase to \$1,000. It is understood that such payments are contingent on the Department maintaining accreditation in accordance with applicable state standards.

ARTICLE 13: EDUCATION INCENTIVE

Section A. Education Incentive

1. Employees hired before July 1, 2009, and participating in the educational incentive program known as the "Quinn Bill" pursuant to MGL c41, §108L as of that date, shall continue to receive education incentive pay pursuant to that statute, notwithstanding underfunding of the reimbursement towards the incentive program by the Commonwealth of Massachusetts. However, the Town will continue to seek financial support from the Commonwealth for such program to the extent it remains available, and may take such administrative steps as may be required to accomplish this purpose.
2. Employees who are not eligible for Quinn Bill incentives, including all officers hired on or after July 1, 2009, shall receive an education incentive based upon their educational attainments, as set forth below.
3. Employees who possess an Associates Degree, from a two-year program at an accredited institution, in Criminal Justice or a field reasonably related to law enforcement, shall receive an education incentive in the amount of \$3,000 per year, payable in a pro rata amount in the employee's regular paycheck, which amount shall be included in calculating the overtime rate.
4. Employees who possess a Bachelor's Degree from a four-year accredited college or university shall receive an education incentive in the amount of \$6,000 per year, payable in a pro rata amount in the employee's regular paycheck, which amount shall be included in calculating the overtime rate. The Bachelor's degree must be in Criminal Justice, in a

An 94

Liberal Arts or Business related discipline, in forensic science, or in a discipline recognized by the policy referenced below.

5. Effective July 1, 2015, employees who possess a Master's Degree from an accredited college or university shall receive an education incentive in the amount of \$7,500 per year, payable in a pro rata amount in the employee's regular paycheck, which amount shall be included in calculating the overtime rate. The Master's Degree must be in Criminal Justice, in a Liberal Arts or Business related discipline, in forensic science, or in a discipline recognized by the policy referenced below.
6. The intent of the education incentive is to attract and reward employees who have attained a degree that emphasizes critical thinking skills, as well as oral and written communication. Accreditation for the purposes of the colleges and universities granting the degrees for which compensation will be paid shall mean accreditation by the New England Association of Schools and Colleges (NEASC) or an equivalent regional accrediting agency in another region. Programs granting degrees recognized for the purposes of this Article must be reasonably rigorous, and programs delivering content primarily through on-line methods may be scrutinized to a greater extent, as will programs granting credits for "life experience."
7. The Town shall develop policy as necessary to implement this Article of the agreement in consultation with a committee of department members representing a cross section of the department in terms of rank and assignment, and including one or more members designated by the Union. The policy will guide the interpretation of this provision of the agreement as it relates to the type of degrees that are deemed to be related to law enforcement for the purpose of the Associates Degree, the types of degrees that can qualify for the Bachelor's Degree stipend, the colleges and programs that will be acceptable, and the procedure for notifying the Town of a degree and the proof required. In the event of a disagreement regarding the policy, the matter will be submitted to the Town Manager for final determination.
8. The parties intend that any educational incentive paid hereunder will satisfy or be applied towards the requirements of any future statutory educational incentive program, should such a program be enacted and be applicable to employees of the Town. If available under such future enactment, the Town may seek financial support from the Commonwealth for such program, and may take such administrative steps as may be required to accomplish this purpose.

Section B. Tuition Reimbursement Any Lieutenant who has completed five (5) full years of service shall receive educational reimbursement for all courses, certifications, diplomas and degrees taken by the individual Lieutenant that will advance his/her administrative, management and police skills within the Department. Conditions for reimbursement will be as follows:

1. Reimbursement will be provided, in accordance with provisions of this Article, provided the employee receives an advanced favorable recommendation by the

An 202

Chief of Police and approval by the Town Manager, subject to the appropriation of funds.

2. Course must be offered outside normal working hours. Hardship cases may be discussed with approving authority in paragraph 1.
3. Course contents must be job-related and approved.
4. Course cost must be approved in advance.
5. Educational reimbursement of 100% will be made for registration fees, books and tuition based on passing grade of C or better.
6. Grade and payment certification is required before reimbursement.
7. Employee will be obligated to remain in the Town employment for six months after completion of the course, or full reimbursement for the last courses will be deducted from final paycheck at time of termination.

ARTICLE 14: OVERTIME

Section A. Rate of Pay In the event that a need for overtime should occur in the department because of sickness, vacation, or other unforeseen conditions, overtime shall be administered by the Chief or his designee, and shall be paid at the rate of time and one-half of the regular rate of pay. Time worked in excess of the normal tour of duty on any work day shall be considered overtime and shall be paid at the time and one half rate.

Section B. Mandatory Call-in All mandatory call-in shifts for all officers will be paid at time and one half for a minimum shift of four (4) hours.

Section C. No Forced Overtime No Lieutenant shall be forced to work overtime except in the case of a declared emergency.

Section D. Assignment of Overtime The Chief of Police maintains the right to assign overtime in accordance with the needs of the Department, however, every effort should be made to distribute overtime evenly among all Lieutenants.

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ARTICLE 15: OUTSIDE DETAILS

Section A. Rate of Pay

1. All details shall be assigned by the Chief of Police or designee. All details shall be paid at the following rate:

	Regular Details	Municipal Details
Effective July 1, 2015	\$45.00 per hour	\$41.00 per hour
Effective July 1, 2016	\$47.00 per hour	\$43.00 per hour
Effective July 1, 2017	\$49.00 per hour	\$45.00 per hour

Municipal Details are defined as those details that are paid directly by the Town of North Andover (or any of its departments) or are paid by a contractor/vendor who is paid by the Town of North Andover (or any of its departments).

All details will be a four (4) hour minimum. Details in excess of four (4) hours in length will be paid for eight (8) hours. Details in excess of eight (8) hours will be paid at the rate of time and one-half the detail rate rounded up to the next hour.

2. The following details will be paid at the rate of time and one-half the detail rate for all hours worked. All details will be a four (4) hour minimum. Details in excess of four (4) hours in length will be paid for eight (8) hours.
 - o Saturday, Sunday and holiday details
 - o Details that start at or after 8:00 pm through 6:00 am *
 - o Strike details

* Note: this provision excludes regular details (e.g., Merrimack College, etc.) which shall be paid per sub-paragraph i above.

Section B. Command of Detail When a detail of four (4) or more officers below the rank of Lieutenant is established for non-town related functions, a Lieutenant shall be assigned to command that detail at one and one-half times the detail rate.

Section C. Distribution of Details The Lieutenants seek fair and equitable distribution of all outside details to every full-time sworn member of the Police Department. To this end, the Lieutenants recognize and accept the North Andover Police Union/Association's vote in June of 1991 to establish a seniority list that integrates Lieutenants for the purpose of distributing detail overtime based on length of full time service.

Section D. MGL c41, §100 Any Lieutenant who performs a detail described in this Article shall be protected by MGL c41 §100, as amended.

AC 97

Section E. Donation of Time The Lieutenants reserve the right to donate their time to certain non-profit Town sponsored functions on a case by case basis. This section does not reduce or negate the provisions of MGL c41 §111F.

Section F. Authority With the exception of the conditions of this Article, the Chief of Police or his designee maintains the authority to set outside detail policy, procedures and regulations.

Section G. No Forced Work Except in emergencies declared by the Chief of Police, no Lieutenant will be forced to work details.

ARTICLE 16: STRIKE DETAIL

Lieutenants assigned to strike details will be compensated at the rate of \$60.00 per hour, with a four hour minimum; over four hours to equal eight hours; over eight hours to equal twelve hours.

ARTICLE 17: COURT APPEARANCES

Section A. Court-time Compensation A Lieutenant who is in an off duty status or on vacation, or on a day off, who attends as a witness or in any capacity for, or on behalf of the Commonwealth, or the Town, in a criminal or other matter including civil, pending in any court of the Commonwealth, or before a Grand Jury proceeding, or in conference with a District Attorney, or Assistant District Attorney, or at any pre-trial court conference or any other related hearing or proceeding; or who is required or requested by any City, County, Town, State, or the Federal Government or subdivision or Agency, Board, Commission, Division, Authority, Tribunal or Official of the State or Federal Government or subdivision or agency of either such government, or in any other capacity for or on behalf of the government of the United States or the Commonwealth or town in a criminal or other matter including civil, pending in a federal district court or before a federal grand jury proceeding or a United States commissioner or in conference with the United States attorney or any federal court proceeding shall be entitled to and shall receive court-time compensation.

Section B. Amount of Compensation Lieutenants assigned to appear in court shall be paid time and one-half for the amount of time in attendance with a minimum of four (4) hours. Overtime for this purpose shall be calculated to include payments under the education incentive.

Section C. Witness Fees All witness fees received by a Lieutenant will be turned into the Chief's office.

Section D. Continuous Work If a Lieutenant is required to remain in court or at any proceeding, as outlined in Section A above, after 1:00 P.M. and who has worked a late night shift continuous to the aforementioned proceeding and is scheduled to work the early night shift within the same 24-hour period, shall have the option to work the scheduled shift or to have the night off in lieu of pay for the court appearance.

A 297

Section E. Non-Criminal Hearings The Chief of Police shall maintain the right to assign the Court Officer or other individual to sign and process at non-criminal hearings for all traffic violations.

ARTICLE 18: HOLIDAYS

Section A. Paid Holidays The following days shall be recognized as paid holidays above and beyond the payment stated in the salary schedule of this contract:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section B. Holiday Pay Any lieutenant who is either scheduled to work, or on a regularly scheduled day off or who requests the day off during any of the above holidays shall receive, in addition to his regular pay, one-quarter ($\frac{1}{4}$) of his regular weekly pay as holiday pay.

ARTICLE 19: PERSONAL DAYS

Lieutenants shall be entitled to four (4) personal days per year, not deducted from sick time, and credited on January 1st of each year. Two Personal days may be used to extend vacations with two weeks notice and approval. One day may be taken with four hours notice; three days may be taken with 24 hours notice. This requirement will be waived in the event of a documented medical emergency of the Lieutenant or an immediate family member.

ARTICLE 20: VACATION LEAVE

Section A. Vacation Eligibility A Lieutenant in continuous service for the Town of North Andover shall be granted vacation with pay on the following terms:

1. Any Lieutenant who has completed one year of service shall be entitled to two weeks of vacation with pay.
2. Any Lieutenant who has completed five years of service shall be entitled to three weeks of vacation with pay.
3. A Lieutenant who has completed ten years of service shall be entitled to four weeks of vacation with pay.

- A- 297
4. A Lieutenant who has completed fifteen years of service shall be entitled to five weeks vacation with pay.

An employee who is in a no-pay status shall cease accruing vacation leave.

Section B. Death Benefit Upon the death of a Lieutenant who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in the amount equal to the vacation year prior to the employee's death but which had not been granted. In addition, payment shall be made for that vacation allowance earned or would have been earned in the vacation year during which the employee died.

Section C. Dismissal/Retirement Lieutenants who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, shall be paid an amount equal to the vacation year prior to such dismissal, retirement, or entrance into the armed forces. In addition, payment shall be made for that portion of the vacation allowances earned in the vacation year during which such dismissal, retirement, or entrance into the armed forces occurred up to the time of employee's separation from the payroll.

Section D. Lieu of Sick Time Absences caused by sickness in excess of that authorized under the rules therefore, or for personal reasons as provided for under other leave may, at the discretion of the Chief of Police, be charged to vacation leave.

Section E. Credit Date One week of vacation shall consist of five (5) work days. Vacation will be credited each year on the permanent appointment date of each Lieutenant.

Section F. Vacation Carryover Lieutenants may carry over into the next anniversary year no more than two (2) weeks of vacation, regardless of the amount of vacation accrued during a specific year.

Section G. Granting Authority Vacation leave shall be granted at the discretion of the Town at times that best meet the operational requirements of the Department. Previously approved and scheduled vacation leave will not be changed in an arbitrary or capricious manner.

Section H. Vacation Buyback In each eligible year, lieutenants with twenty or more years of service may buy-back one (1) week vacation by submitting a written request in the thirty (30) day period prior to the start of the respective eligible year. The vacation buy-back will be paid in the first payroll of the subsequent month.

ARTICLE 21: SICK LEAVE

Section A. Accumulation A Lieutenant in continuous service for the Town of North Andover who has completed six months of service shall be allowed six (6) days leave with pay and thereafter shall be allowed leave of one and one-quarter (1.25) days for each month of service, provided such

A 298

leave is caused by sickness or injury or by exposure to contagious disease. An employee who is in a no-pay status, shall cease accruing sick leave.

Section B. Unused Leave Lieutenants shall be credited with the unused portion of leave granted under Section A above.

Section C. Additional Leave If the amount of leave credited provided under Sections A and B above has been or is about to be exhausted, a Lieutenant may make application of additional allowance to that provided in Section A. Such application shall be made to the Town Manager who is authorized to grant such additional allowance as he may determine to be equitable after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his request for the additional allowance.

Section D. Sick Time Use Sick leave must be authorized by the Chief of Police and must be reported, on blanks provided for the same, to the Town Manager.

Section E. Physician's Certificate A physician's certificate of illness shall be submitted by the employee after four (4) days absence to the Chief of Police before leave is granted under the provisions of this Article. This certificate shall be forwarded by the Chief of Police to the Town Manager.

Section F. Medical Examination The Town Manager may, of his own motion, require a medical examination of any Lieutenant who reports his inability to report for duty because of illness that has lasted longer than four days. This examination shall be at the expense of the Town by a physician appointed by the Town Manager.

Section G. Restrictions Injury, illness or disability, self-imposed, shall not be considered a proper claim for leave under this section.

Section H. Conflict Nothing in this section shall be construed to conflict with MGL c41, §100.

ARTICLE 22: BEREAVEMENT LEAVE

Paid bereavement leave up to five (5) working days with pay following day of death in an employee's immediate family (spouse, child, parent of either spouse, brother, sister, grandparent of employee, grandchild of employee) and up to three (3) working days for the following: brother-in-law, sister-in-law, grandparent of spouse, and person in the immediate household.

ARTICLE 23: TERMINAL LEAVE

Section A. Any Lieutenant whose service is terminated by retirement or death shall be allowed a portion of his accumulated sick leave as terminal leave. The following formula shall be used in computing the amount of terminal leave to be allowed a retiring or deceased Lieutenant:

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1. Eligible for retirement in accordance with the criteria, rules and regulations as set forward by the Essex County retirement Board.
 2. A Lieutenant who qualifies for terminal leave shall be entitled to compensation for accumulated sick leave for up to 60 days of said sick leave. Accumulated sick leave will be paid at a rate equal to the Lieutenant's current days pay, per Salary Schedule, at the time of separation.
 3. In addition, any eligible Lieutenant can receive compensation for up to a total of 120 additional accumulated sick days and will be at 50% compensation based on 8.5 hour days as specified under Article 8: Work Schedule.
 4. Employees promoted into the bargaining unit after January 1, 2006 shall be limited to a maximum terminal leave payment of 90 days of pay. Employees hired by the Town of North Andover after July 1, 2012 and subsequently promoted into the bargaining unit shall be limited to a maximum terminal leave payment of 25 days of pay.

Section B. Treatment of Compensation Contrary to any other Section or subsection contained within this contract and in accordance with all Federal, State and Essex County laws, rules, regulations and procedures the following payments will be treated as base pay and as part of compensation for pension and retirement purposes; straight time, holiday pay, education incentive, vacation pay, longevity pay and differential pay.

Section C. Payment Schedule Terminal leave will be paid in accordance with the following formula:

1. Terminal leave will be paid in full and prorated for the balance of the fiscal year in which a Lieutenant terminates his employment.
2. Payments will be made in increments equal to 1/12 of the total Terminal leave due.
3. Payments will be due on the first day of each month. In the event that a Lieutenant ends employment part way through the month, he will receive a full 1/12 increment upon his termination and will receive a successive 1/12 payment on the first day of the following month.
4. On July 1st of the next fiscal year, the full balance of terminal leave will be due and payable.
5. If terminal leave is due to the death of a Lieutenant, his estate will have the option to waive the above formula and receive payment in full upon the date of death.

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Section D. Continued Health Insurance In the event that a Lieutenant dies on duty, the Town agrees to provide 100% of the cost for Health Insurance for the surviving spouse and children for a period of two (2) years from the death of the employee.

ARTICLE 24: INJURY LEAVE

Section A. Line of Duty Whenever a Lieutenant is incapacitated from duty because of an injury sustained in the performance of his duties, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties or until such time as he has been accepted for retirement. Disputes concerning injury leave shall be resolved pursuant to MGL c41, §111F.

Section B. Medical Expenses The Town shall provide and maintain insurance for the purpose of paying the hospital, medical, and surgical expenses incurred by an employee who is injured in the performance of his duties. Any uninsured expenses as previously outlined in Section A and within this item are the responsibility of the Town of North Andover.

Section C. Sick Leave Accrual Lieutenants on 111F leave shall continue to accumulate sick leave as described in Article 21: Sick Leave of this agreement. Credit and/or use of such accumulated sick leave shall be granted when the Lieutenant returns to full time duty.

Section D. Vacation Accrual Lieutenants on 111F leave shall accumulate vacation in accordance with the conditions outlined in Article 20: Vacation Leave and in addition will be eligible to accrue and carry over vacation time in excess of the limit set the Vacaton Leave Article. Credit and/or use of accumulated vacation time shall be granted upon return to full time duty.

ARTICLE 25: UNIFORM ALLOWANCE

Section A. Required Equipment The Town of North Andover agrees to supply all issued equipment that it requires Lieutenants to carry and to replace said equipment when it becomes worn, damaged or otherwise unserviceable.

Section B. Allowance The Town of North Andover shall provide each Lieutenant a uniform allowance that will be available in full at the start of each new fiscal year. Each allotment must be spent by June 30th of the fiscal year that the allowance was granted. Payment will be included in the first bi-weekly paycheck issued in August of each year.

Section C. Schedule The annual clothing allowance shall be \$1,300. Effective July 1, 2016, the annual clothing allowance shall increase to \$1,450.

Section D. Departmental Specifications Expenditure of full uniform allowance shall not excuse any Lieutenant from maintaining his uniform in compliance with departmental specifications.

27

Section E. Change in Uniform If there is a change the present uniform, the Town of North Andover agrees to assume the cost of such change and will not be deducted from the regular uniform allowance.

Section F. Damaged Uniforms The Town of North Andover agrees to replace uniforms damaged or destroyed in the line of duty without cost to the employee.

ARTICLE 26: LIABILITY INSURANCE

The Town shall purchase and maintain a police professional liability insurance policy that will include all Lieutenants with limits established as follows:

- \$1,000,000 per person
- \$1,000,000 per occurrence
- \$1,000,000 in the aggregate for the year

ARTICLE 27: ADMINISTRATIVE ASSIGNMENTS

Section A. Division Commander Vehicle Lieutenants given the added responsibility of a division commander will be assigned a department vehicle at the discretion of the Chief of Police.

Section B. Division Commander Differential Lieutenants given the added responsibility of a division commander will receive a differential of 8% based on the salary schedule of the contract. The differential will be computed and paid on a weekly basis and will be included as part of the computations for overtime and will also be treated as part of compensation for pension and retirement purposes.

ARTICLE 28: PERFORMANCE EVALUATION

Section A. Agreement to Use The North Andover Police Lieutenants recognize themselves as professional Police Officers and Managers. To enhance their abilities and status within the Department and the Town, the Lieutenants of the North Andover Police Department fully support the use of written "Performance Evaluation Standards" which will remain in effect for the duration of this contract.

Section B. Document The document found in Appendix 1 will be the document that will be in full effect and use for the purpose of the evaluating performance of each Lieutenant.

Section C Training The Town will provide a professional training program that will meet the approval of the Department of Personnel Administration for all individuals who will act as evaluators.

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Section D. Frequency Lieutenants will not be evaluated more than bi-annually. Methods of resolving disagreements with any portion of an evaluation will be provided for within the attached document (Appendix 1 - Performance Evaluation)

Section E. Non-Punitive It is also recognized that Performance Evaluations, in general, are designed to be a positive experience, stimulating professionalism, motivation and productivity.

ARTICLE 29: DRUG TESTING

Section A. Commitment Lieutenants of the North Andover Police Department are totally committed to a drug free work place.

Section B. Documentation To maintain the Lieutenants integrity and credibility within the department and the Town of North Andover the document in Appendix 2 - Drug Testing Procedure, will be in full effect and use for the duration of this contract when the contents have been finalized and found to be satisfactory to both the Lieutenants and the Town of North Andover.

Any document under this Article will:

1. Maintain and insure confidentiality for the individual Lieutenant.
2. Provide for control and security of any sample taken.
3. Provide a testing facility mutually agreed to between the Town and the Lieutenants.
4. Provide for second test, with no prejudice, in the event of a positive test.
5. Provide for follow-up testing at a secondary facility at the Town's expense.
6. Provide treatment as the initial response to a confirmed positive sample. All treatment will be paid by current individual Health care policies that are in effect with any outstanding balances paid in full by the Town of North Andover.
7. In the event that any Lieutenant either does not have a healthcare policy in effect or is not covered by such treatment, then the Town will ensure full payment of any health or rehabilitation costs associated with the Lieutenant's treatment
8. No Lieutenant will be subjected to any drug or alcohol testing without probable cause to require such test.

ARTICLE 30: WORKING CONDITIONS

Section A. Mutual Enforcement All parties to this agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the Chief of Police and can become grounds for a grievance if left unacted upon.

Section B. Vehicle Standards No Lieutenant shall be compelled to operate any motor vehicle that does not meet the requirements of the Registry of Motor Vehicles or that has not been serviced to the manufacturers specifications for severe duty use. This condition applies to all emergency as

A 297

well as standard equipment added to the police vehicle that is not normally supplied by the vehicle manufacturer.

Section C. Vehicle Insurance All police vehicles that Lieutenants will operate will be properly insured by the Town of North Andover at the expense of the Town of North Andover.

Section D. Repair Work No Lieutenant will be compelled to do any emergency repairs on any vehicle or its equipment including the changing of flat tires.

Section E. Professional Training Opportunities All Lieutenants will be offered command training courses, conferences, seminars, programs etc., as they become available through the Municipal Police Training Committee, Massachusetts Chiefs of Police, International Association of Chiefs of Police, United States or State Attorney General, District Attorney's Office or any other Federal, State or Municipal Law Enforcement Agency under the following conditions and subject to available funds and at the discretion of the police chief.

1. No out of state travel expense will be incurred by the Town.
2. Lieutenants will not suffer loss of vacation, compensation or personal time for the opportunity to attend said events.
3. Lieutenants whose scheduled tour of duty does not coincide with the aforementioned training will not be compelled to attend an eight hour program and work his scheduled shift back to back. The Lieutenant will be reassigned off his/her shift to the training session at no additional cost to the Town.

Section F. Command Training All newly appointed Lieutenants will be required to attend Command Training within six months of his/her appointment.

Section G. Staff Meetings Lieutenants agree to attend staff meetings, not to exceed four hours, every other month, when needed at the discretion of the police chief. Compensation will be in the form of straight time off in accordance with department guidelines.

ARTICLE 31: LEAVE OF ABSENCE

Section A. Granting/Length The Town Manager or his designee may grant an employee's request for a leave of absence without pay for medical or other reasons. Such leave shall not generally exceed twelve (12) months.

Section B. Request A written request seeking leave of absence will be submitted to the Town Manager through the Chief of Police. The letter will detail the reasons for the request, how long the leave will be and will be submitted at least four (4) weeks prior to the date that leave is expected, except in the case of an emergency.

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Section C. Service Time An approved leave will not constitute a break in service. However, except for military service, a Lieutenant will not accrue seniority or other benefits during his/her absence.

Section D. Continuation of Health Insurance A Lieutenant will not be entitled to any benefits except to continue group health insurance coverage by paying the full monthly premium cost in advance on a monthly basis.

Section E. Return to Work/Pay A Lieutenant returning to work will be placed at that step of the salary schedule in which he left. Current pay rates will prevail for that step.

Section F. Denial Denial is not subject to grievance procedure.

ARTICLE 32: FIREARMS PERMITS

The Town shall pay for firearms permits issued and required under MGL c140, §131.

ARTICLE 33: WEAPONS PROFICIENCY

Section A. Frequency In order to enhance the level of training and proficiency in the use of weapons, the parties agree that there shall be two weapons training sessions, lasting approximately four (4) hours, every year. One of the two training sessions shall also include a qualification test; the other session shall include such training as the Chief shall determine.

Section B. Requirement Police Lieutenants shall also be subject to the enhanced weapons training requirements set forth in Section A above, but such lieutenants shall continue to receive overtime outside scheduled work hours.

ARTICLE 34: DEFIBRILLATION PROFICIENCY

In order to enhance the level of services provided to the public by police lieutenants as first responders, it is agreed that unit personnel will be required, as a condition of employment, to undergo and successfully complete training in the use of defibrillators, and thereafter maintain certification for such use in the course of their regular duties. The initial training shall be conducted outside scheduled work hours and compensated under Article 14. Subsequent training for re-certification shall be conducted during scheduled work hours, without additional compensation.

A 27

ARTICLE 35: DURATION OF AGREEMENT:

This Agreement shall expire June 30, 2018 and shall be subject to funding of economic items by Town Meeting. This agreement shall remain in full force and effect until a successor agreement has been negotiated and takes effect.

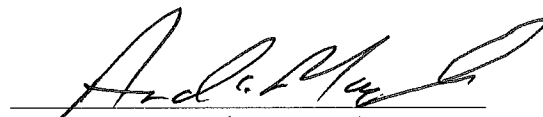
Executed this ____ day of January, 2016

NORTH ANDOVER POLICE LIEUTENANTS

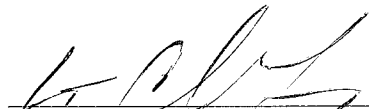
TOWN OF NORTH ANDOVER



Lieutenant Eric Foulds

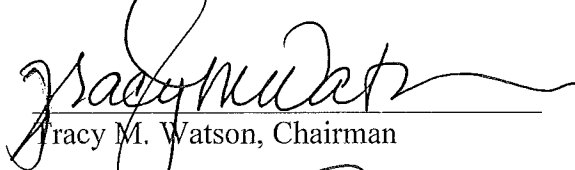


Andrew W. Maylor, Town Manager



Lieutenant Charles Gray

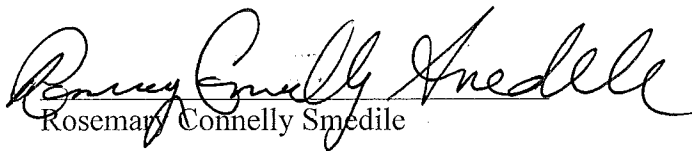
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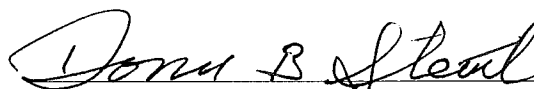
Tracy M. Watson, Chairman



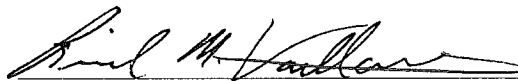
Phil DeCologero



Rosemary Connelly Smedile



Donald B. Stewart



Richard M. Vaillancourt

APPENDIX 1
PERFORMANCE EVALUATION FORM

APPENDIX 2:
DRUG TESTING PROCEDURES